

# EXHIBIT 3

EXCLUSIVE SALES REPRESENTATION AGREEMENT FOR CALIFORNIA HIGH SPEED TRAIN PROJECT

Agreement No. TRC20111115-1

协议号: TRC20111115-1

加利福尼亚高铁项目独家销售代理协议

TRC20111110

Sun Group USA Harmony City, Inc. ("SUN GROUP")

2 Embarcadero Center, Suite 1800

San Francisco, CA 94111

U.S.A.

Tel: +(001) 415-430-5135

美国太阳集团公司（“太阳集团”）Embarcadero 中心二座 1800 室 旧金山，加州 94111 美国 电话: + (001) 415-430-5135

Tangshan Railway Vehicle Co., Ltd. ("TRC")

No. 3 Changqian Rd.

Fengrun District, Tangshan, Hebei Province

China

Tel: 0086-0315-3089103

唐山轨道客车有限责任公司（“唐车”）河北省唐山市丰润区厂前路三号 中国 电话:  
0086-0315-3089103

Nov. 15, 2011

2011 年 11 月 15 日

## SALES REPRESENTATION AGREEMENT

### 销售代理协议

This Agreement ("Agreement") is made and entered into force as of Nov. 15, 2011 ("Effective Date") between Tangshan Railway Vehicle Co., Ltd., ("TRC") and Sun Group USA Harmony City, Inc., a California incorporation. ("SUN GROUP") by the authorized representation.

本协议（“协议”）于 2011 年 11 月 15 日，（“协议生效日期”），由唐山轨道客车有限公司（“唐车”）和加利福尼亚注册成立的美国太阳集团公司（“太阳集团”）授权代表签订，即日生效。

#### Recitals (陈述性条款)

WHEREAS, SUN GROUP is in the business of soliciting sales of TRC High Speed Train for California of United States of America customers;

鉴于，太阳集团将竭力为唐车寻求美国加利福尼亚客户并促成唐车高速铁路产品的销售；

WHEREAS, TRC is engaged in the business of designing and manufacturing High Speed Train products;

鉴于，唐车致力于高速铁路产品的设计和制造；

WHEREAS, TRC is willing to use the services of SUN GROUP as an exclusive sales representative to solicit sale of the Project issued by California State.

“Products” means the high speed EMU with the running speed over than 250KM/h manufactured or other products by TRC.

鉴于，唐车希望太阳集团成为其在美国加利福尼亚州政府项目的独家销售代表进行唐车产品的销售和代理。“产品”指唐车生产的 250 公里及以上高速动车组或其他产品。

WHEREAS, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

鉴于良好且充裕的对价条件，本协议特此声明，协议双方同意如下：

“Appointment” means TRC hereby appoints SUN GROUP as its exclusive sales representative in the United States of America for California State owned Projects to

promote the sales of and to solicit orders for TRC's Products.

“委任”意味着唐车任命太阳集团作为其在美国加利福尼亚州政府项目的独家销售代表。太阳集团将推广唐车产品并促进唐车产品系统的销售。

#### 1. Sales Representation Rights (销售代表权)

TRC hereby grants to SUN GROUP the exclusive rights for sales, marketing, development, and promotion of California State owned Project of the United States of America ("Territory" defined in Section 3).

唐车特此授予太阳集团销售, 营销, 推广以及促进美国加利福尼亚州政府项目(本协议第3条中定义的“销售领域”)的独家代理权。

#### 2. Exclusive Rights (专属权)

TRC grants exclusive sales rights to SUN GROUP for the high speed trains of California High Speed Train Project. Any TRC clients inquiries for this project in the United States of America shall be directed to SUN GROUP.

唐车授予太阳集团独家销售权。在美国区域内, 任何唐车客户对于此项目的询价应通过太阳集团进行。

#### 3. Territory (销售领域)

The territory of exclusive rights for this project granted by TRC to SUN group is the United States of America.

唐车将授予太阳集团关于此项目在美国的独家销售代理资格。

#### 4. Terms of Sale & Sales Policy (销售条款及销售政策)

The products and services of TRC are unique to the terms of each project and customer. Thus, the prices, terms and conditions or sales will be established by project parameters, joint negotiation between TRC, SUN GROUP, and the clients in a supplemental agreement.

每一个唐车产品或者服务都针对不同客户而量身定做。因此, 具体的销售的价格, 条款, 条件都由每个项目的项目参数决定, 进而经唐车和太阳集团以及客户的联合协商之后订立的补充协议进行确立。

The coil technology for the "Product" was invented and patented from TRC. At least 50% of the assembly work will be finished in the United States.

“产品”的关键技术由唐车发明，是唐车的专利技术和/或专有技术。但此项目可以有至少50%的组装工作在美国完成。

#### 5. Orders & Collections (订单与收款)

All orders and contracts solicited by SUN GROUP for this Project shall be forwarded and get approval from and subject to acceptance by TRC at its office in Tangshan, China.

由太阳集团获得之订单和协议须提交唐车在其中中国唐山总部。所有订单须经唐车审核批准。

#### 6. Commissions (佣金)

In consideration of its services, SUN GROUP shall receive a commission principle to 6% of any direct order with the direct effort by SUN GROUP and registered by TRC under this project during the validity period of this Agreement. In order to meet the requirement of the project budget, both parties shall re-discuss the commission rate.

考虑到其服务，在本协议有效期内，对于任何直接通过太阳集团努力所获得的，在唐车名下的本项目的订单，唐车原则上应支付 6% 的佣金，如果项目预算需要调高或者调低报价，双方将对佣金比例进行协商，重新调整。

Commission shall be payable if and when payments are collected by TRC from the customer. Therefore, no commission shall be payable to SUN GROUP on orders for which TRC has not received payment.

佣金将在唐车从用户处得到付款以后进行支付。因此，如果唐车没有得到付款，将不会支付太阳集团任何佣金。

Should TRC and the customer agree to abandon part of an order, SUN GROUP shall not receive any commission on this part.

如果唐车和用户同意放弃部分订单，太阳集团将不会得到此放弃部分的佣金。

The payment of commission shall be paid to Sun Group as the same proportion as the contract stipulated and will be paid within latest 30 (thirty) days after the contract comes into force and the payment made to TRC by the customer.

佣金的支付将按照唐车和用户签订合同的同等比例，在合同生效并在用户付给唐车款项以后30 天之内支付给太阳集团。

The payment under this Agreement shall be made in the same currency paid by the customer.

佣金的币种按照用户支付给唐车的同种币种进行支付。

## 7. Marketing Policies (营销政策)

SUN GROUP will at all times on its own cost (includes but not limited to advertisement cost, communication cost, labor cost) make marketing policies independently to promote the sale of TRC products under this project through the territory. SUN GROUP may also carry out additional marketing activities at its own discretion and cost.

太阳集团将独立自主制定营销政策和方案，并自担营销费用（包括但不限于广告费、交通费、人工成本）在此项目下的销售领域全力推广唐车产品。太阳集团也可依据自己的判断和成本进行额外的营销活动。

## 8. Product Standard (产品标准)

TRC already produces the best quality Products with the highest safety rate.

唐车已经按最高安全标准生产出拥有最优质量的产品。

## 9. Period of validity 有效期

This agreement will be valid and effective for two (2) years from the date it is executed by both parties. After the effective date of the agreement, for those ongoing projects, the agreement will be renewed as required to be completed.

本协议将从双方签订日起 2 年内有效。协议有效期满后，对于正在执行的项目，本协议将延续至执行完成为止。

Notwithstanding anything to the contrary in this Agreement, SUN GROUP may, in its discretion, elect to purchase Products directly from TRC, in which case, TRC will sell any such Products to SUN GROUP for the price and on the other terms and conditions that TRC offers to its other customers. SUN GROUP will act as distributor for TRC's products.

除非与本协议有任何不同约定，太阳集团可行驶其自由裁量权，选择直接从唐车购买的产品，在这种情况下，唐车将一视同仁，按照其他客户的标准跟太阳集团进行购买产品之事宜。届时太阳集团将直接销售其产品。

## 10. Use of TRC's Name (唐车名称使用权)

Any use of the names of TRC's products, trademarks, trade names, and other names by SUN GROUP as part of its marketing, sales, promoting and business in the territory Shall be authorized and permitted separately by TRC with written forms.

在其销售领域内，太阳集团对唐车的产品，商标，商号以及其他跟营销，销售，推广以及经

营有关的名称的使用权须经唐车书面授权和许可。

#### 11. Confidentiality; Non-Disclosure (保密及不可披露条款)

##### A. Confidentiality (保密条款)

Each party acknowledges and agrees that the relationship created by this Agreement will afford each party with a unique opportunity to acquire confidential information of the other party and that the misappropriation or disclosure of such confidential information would cause irreparable harm to the disclosing party. Each party acknowledges that such confidential information, whether or not marked "confidential", includes, without limitation: any financial and marketing information, cost and pricing information, the names and addresses of customers and potential customers, manufacturers, distributors and retailers, the names and addresses of licensors and potential licensors, supply sources, products, technical data, ideas, processes, formulae, recipes and trade secrets (collectively, "Confidential Information") of the disclosing party. Confidential Information does not include any information that is generally available to the public. Each party will keep Confidential Information confidential, and will not, during the Term or thereafter, disclose, use or otherwise appropriate any Confidential Information for any reason or purpose whatsoever except (i) to authorized representatives of the disclosing party, (ii) when such disclosure is necessary in order for the receiving party to fulfill its duties and responsibilities under this Agreement or (iii) as required by law.

协议双方认可并同意本协议所建立的协议关系,该协议关系将使得协议双方均有特定的机会可以获得对方的机密信息,对于该机密信息的过失陈述或者披露对信息拥有方造成难以弥补的损失。协议双方均承认,无论是否被注明“机密”,机密信息包含但不限于如下:任何金融和市场营销信息,成本和价格信息,客户和潜在客户的名称和地址,制造商,分销商和零售商的名称和地址,潜在特许经营许可人和现有经营许可人的名称和地址,供货来源,产品,技术数据,商业想法,流程,配方和商业秘密(统称为“机密信息”)。机密信息不包括那些一般公众可普遍获取的信息。协议双方都将对机密信息予以保密,无论在协议有效期内或之后,都不得以任何理由或任何目的向他人泄露,使用或者挪用该保密信息,除非(i)披露方得到授权,(ii)若披露该信息是为了接收方可以履行本协议规定的义务和责任,或(iii)按法律规定。

##### B. Non-Disclosure (不可披露条款)

Except as required by law, neither party will issue or cause to be issued any press release or other public announcement or disclose the existence or subject matter of this Agreement or the transactions contemplated by this Agreement without the prior written approval of the other party.

除非法律有另外规定，或者由协议相对方的书面许可，协议的任何一方均不得就本协议相关的任何交易发表任何新闻公告或者披露协议标的物。

#### 12. Notice (通知)

All notices, consents or other communications required or permitted to be given under this Agreement must be written and will be deemed given and received (i) upon delivery, if personally delivered; (ii) one (1) business day after receipt of a confirmatory transmission report with a copy sent by international mail, if sent by facsimile; or (iii) one (1) business day after sending an electronic mail transmission to the other party's last known email address with a copy sent by international mail, if sent by electronic mail. Any party may change its address for notice and the address to which copies must be sent by giving notice of the new addresses to the other parties in accordance with this Section, except that any such change of address notice shall not be effective unless and until received.

根据本协议要求或允许发放的所有通知，同意书或其他通讯必须以书面形式并且以如下方式被认定为成功送达：(i)如果是当面交付，交付日即是成功送达之日期 (ii) 如果文件是通过传真发送的，需要在得到传达确认信息的一个工作日内，寄出国际邮件；(iii) 如果文件是通过电子邮件送达对方使用的电子邮箱的，需要在一个工作日内邮寄国际快件。任何一方均可变更其副本所必须送达的通知地址，变更方式包括根据本款给协议对方发送新的地址。这种地址的变更通知直到对方收件那一日才生效。

If to TRC: Tangshan Railway Vehicle Co., Ltd.

至唐车：唐山轨道客车有限责任公司

Attn:

Facsimile (传真):

Email (邮件) :

If to SUN GROUP: Sun Group USA Harmony City, Inc.

至太阳集团：美国太阳集团公司

Attn: Jonathan Sun

Facsimile (传真) :

Email (电子邮件) : [sungroupusa@yahoo.com](mailto:sungroupusa@yahoo.com)

#### 13. Applicable Law 适用法律

The execution and dispute in connection with this Contract shall comply and be construed in accordance with laws of the People's Republic of China.

本合同执行和争议应适用中华人民共和国的法律并按照中华人民共和国法律进行解释。

#### 14. Governing Language 准据语言

This Agreement will be governed by the Chinese version. The Chinese version will control all agreements and be the only reference used to control the parties' obligations and in the case of a dispute between the parties. The Chinese translation is for reference purposes and will not control the contract.

本协议以中文版本为准。中文版本将是用来解释协议双方权利义务，争端纠纷的唯一版本。

本协议的英文版仅供参考之用不能用于解释该协议。

#### 15. Arbitration (仲裁)

Any dispute arising from the execution of, or in connection with the Agreement shall be settled through friendly consultations between both parties. In case no settlement can be reached through such consultations, the disputes shall be submitted to the China International Economic and Trade Arbitration Commission. The Tribunal of Arbitration shall be composed of three members. The arbitrators shall be appointed in accordance with the Rules of CIETAC, the nationality of the presiding arbitrator shall not be Chinese or USA. The Seller may select its arbitrator either from those on CIETAC's arbitrator panel or from those who are not on CIETAC's arbitrator panel. The arbitration shall take place in Beijing in accordance with the Commission's current rules of procedure and in the Chinese language. The arbitral award shall be final and binding upon both parties.

因协议执行所发生的或者与协议有关的一切争议将由协议双方通过友好协商解决。如果不能协商一致，应将争议提交中国国际经济贸易仲裁委员会进行仲裁。仲裁庭应由三名仲裁员组成。仲裁员应按照中国国际经济贸易仲裁委员会仲裁规则指定，其中，首席仲裁员的国籍应不是中国或没国，卖方可以在中国国际经济贸易仲裁委员会仲裁员名册之内或之外指定其仲裁员。仲裁应该在北京按照中国国际经济贸易仲裁委员会现行仲裁规则以中文进行，仲裁裁决为终局裁决并且对合同各方均有约束力。

Application for arbitration shall not affect the execution of both parties on their respective contractual obligations continuously.

诉诸仲裁不影响合同各方继续履行合同项下各自的义务。

#### 16. Entire Agreement (协议的完整性)

This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, express or implied, oral or written, and there are no other agreements between or among the parties hereto except as specifically set forth herein. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

本协议代表了双方之间的关于协议标的物的完整协议，本协议取代所有当前和之前的，无论是明示或者默示的，口头的或者书面的，任何协议，谅解备忘录，谈判和讨论。除非特别明确定约，协议双方不存在其他任何协议。本协议的明文规定高于任何先前的履约习惯以及/或者贸易惯例。

#### 17. Modification by Subsequent Written Agreement 通过签订后续书面协议对本协议之修改

This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both Parties.

本协议仅可通过双方共同签署的书面文件进行修改。

#### 18. Binding Effects (约束力)

This Agreement, and each provision thereof, is expressly made binding upon heirs, assigns, executors, administrators, representatives, and successors in interest of each party.

本协议已明确规定，本协议以及其中每一个条款，对于协议双方的继承人，受让人，执行人，管理人，代表以及利益接受人均有约束效力。

#### 19. Non-Assignment (协议不得转让)

This Agreement shall not be assigned without the prior written consent of both parties.

除非征得协议双方的书面同意，该协议不的转让。

#### 20. Termination 终止

Any order issued by the customer under this agreement shall be the basis of cooperation

for both parties. In the event of competition, the parties was failure with any order, both parties can terminate this agreement after friendly discussion.

本协议项下的任何一个项目取得订单，双方将延续后续项目的执行，如果在与同行业其他竞争对手竞争的情况下，协议双方没有取得订单，双方可根据实际情况经友好协商后终止本协议的执行。

21. Any amendments or modifications for this agreement should be signed by the authorized representation of both parties.

本协议如有补充或修改时，应以书面提出并经双方正式授权的代表签署后方能生效。

22. Signatures (签署)

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE SIGNED BELOW.

自签字日，协议双方均已阅读，理解并同意本协议之条款。

23. This agreement is in four originals, and each of them should have the same efficacy.

本协议一式四份，具有同等法律效力。

Sun Group USA Harmony City, Inc. ("SUN GROUP")

美国太阳集团公司 ("太阳集团")

Date: 11.15.2011

By:

Title ("职务"):

President of Sun Group.

Tangshan Railway Vehicle Co., Ltd. ("TRC")

唐山轨道客车有限责任公司 ("唐车")

Date: 2011.11.15

By:

Title:

Director of overseas Marketing